

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re:

(1) **Robert Charles Clayton, Jr.**  
xxx-xx-6206  
(2)

Case No. 19-21350-L

Chapter 13

Debtor(s)

CHAPTER 13 PLAN

ADDRESS: (1) 109 South Court Avenue (2)  
Memphis TN 38103

PLAN PAYMENT:

DEBTOR (1) shall pay \$640.00 ( ) weekly, ( ) every two weeks, ( ) semi-monthly, or ( X ) monthly, by:

( ) PAYROLL DEDUCTION from: \_\_\_\_\_ OR ( X ) DIRECT PAY.  
\_\_\_\_\_

DEBTOR (2) shall pay \$\_\_\_\_\_ ( ) weekly, ( ) every two weeks, ( ) semi-monthly, or ( ) monthly, by:

( ) PAYROLL DEDUCTION from: \_\_\_\_\_ OR ( ) DIRECT PAY.  
\_\_\_\_\_

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ( ) YES ( X ) NO

(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON VALUATION  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] ( X ) YES ( ) NO

(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12] ( ) YES ( X ) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ( ) Included in Plan; OR ( X ) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Paid by: ( ) Debtor(s) directly, ( ) Wage Assignment, OR ( ) Trustee to: Monthly  
Plan Payment  
\_\_\_\_\_; ongoing payment begins \_\_\_\_\_ \$  
Approximate arrearage: \_\_\_\_\_ \$  
\_\_\_\_\_; ongoing payment begins \_\_\_\_\_ \$  
Approximate arrearage: \_\_\_\_\_ \$

5. PRIORITY CLAIMS: Value of Monthly  
Claim Plan Payment  
TN Department of Revenue \$2,700.00 \$45.00  
\_\_\_\_\_  
\_\_\_\_\_ \$

6. HOME MORTGAGE CLAIMS: ( ) Paid directly by Debtor(s); OR ( ) Paid by Trustee to: Monthly  
Plan Payment  
\_\_\_\_\_; ongoing payment begins \_\_\_\_\_ \$  
Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ % \$  
\_\_\_\_\_; ongoing payment begins \_\_\_\_\_ \$  
Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ % \$

7. SECURED CLAIMS: Value of Rate of Monthly  
Collateral Interest Plan Payment  
[Retain lien 11 U.S.C. §1325 (a)(5)]  
One Main \$2,500.00 7.25 % \$100.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ % \$  
\_\_\_\_\_ % \$

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

[Retain lien 11 U.S.C. § 1325 (a)]

	Value of Claim	Rate of Interest	Monthly Plan Payment
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

Credit Acceptance Corporation

Collateral: 2011 Chevrolet Camaro

Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

	Value of Claim	Rate of Interest	Monthly Plan Payment
Court Square Partnership	\$18,000.00	_____%	\$300.00
City of Memphis Court Clerk	\$822.00	_____%	\$14.00

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

\_\_\_\_\_ ( ) Not provided for **OR** ( ) General unsecured creditor  
 \_\_\_\_\_ ( ) Not provided for **OR** ( ) General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

\_\_\_\_\_  
 \_\_\_\_\_

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILE CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.****14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS:** \$ 28,168.81**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**( ) \_\_\_\_\_%, **OR,****(X) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.****16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

Court Square Partnership (X) Assumes **OR** ( ) Rejects.  
 Extra Space Storage (X) Assumes **OR** ( ) Rejects.  
 Jonesboro Arkansas (X) Assumes **OR** ( ) Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately sixty (60) months.**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.****19. NON-STANDARD PROVISION(S):**

\_\_\_\_\_  
 \_\_\_\_\_

**ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.****20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**/s/ S. Jonathan Garrett

Debtor(s)' Attorney Signature

DATE: February 14, 2019

S. Jonathan Garrett (BPR#019389) Attorney for Debtor

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